



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 21, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 June 21, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO EXECUTE A COOPERATIVE MAINTENANCE
AGREEMENT WITH THE CITY OF SANTA MONICA
FOR 2.9 MILES OF THE MARVIN BRAUDE BIKE TRAIL
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to delegate authority to the Director of Public Works or her designee to execute a cooperative maintenance agreement with the City of Santa Monica for the City to provide maintenance of 2.9 miles of the Marvin Braude Bike Trail along the City's beach frontage for a 10-year period.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is categorically exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Delegate authority to the Director of Public Works or her designee to enter into a cooperative maintenance agreement with the City of Santa Monica for the City (1) to maintain 2.9 miles of the Marvin Braude Bike Trail along the City's beach frontage for a 10-year period, (2) to pay the City the prorated Transportation Development Act Article 3 bike trail maintenance funds received by the County for maintenance of the bike trail, (3) to approve and execute amendments to the cooperative maintenance agreement to incorporate necessary nonmaterial changes to the agreement, and (4) to extend the term of the agreement up to a period of 10 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Director of Public Works or her designee to execute a cooperative maintenance agreement with the City of Santa Monica for sweeping and sand removal work on 2.9 miles of the Marvin Braude Bike Trail along the City's beach frontage.

The cooperative maintenance agreement in substantially the enclosed form will be approved by County Counsel prior to execution and provides for the City of Santa Monica to perform maintenance activities on a 2.9 mile segment of the Marvin Braude Bike Trail along the City's beach frontage. Under this cooperative maintenance agreement, the County will annually pass through to the City the prorated Transportation Development Act Article 3 maintenance funds (for regionally significant bike trails) received from the Los Angeles County Metropolitan Transportation Authority.

This cooperative maintenance agreement is of mutual interest to the County and the City to maintain operations and maintenance of the Marvin Braude Bike Trail along the City's beach frontage.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Integrated Services Delivery (Goal 3). The recommended actions will enable the City to integrate the bike trail sweeping and sand removal work in their beach facility maintenance program, creating efficiencies in the operations of this existing recreational trail corridor.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The County receives an annual supplemental allocation of Transportation Development Act Article 3 funds from the Los Angeles County Metropolitan Transportation Authority for the maintenance of 92.6 miles of seven regionally significant bike trails, including the Marvin Braude Bike Trail.

The cooperative maintenance agreement provides for the County to pass through to the City the portion of the maintenance funds to perform the sweeping and sand removal work on 2.9 miles of the Marvin Braude Bike Trail. For Fiscal Year 2015-16 this portion will be \$24,831 and is included in the Fiscal Year 2015-16 mid-year budget adjustment number 2. Funds to finance future years will be budgeted through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement will be approved as to form by County Counsel prior to execution by the Director of Public Works or her designee.

The County has been maintaining 13.9 miles of the Marvin Braude Bike Trail along the beach frontage of the Cities of Santa Monica, Los Angeles, El Segundo, Manhattan Beach, Redondo Beach, and Torrance since the 1970's. In 1989 the County agreed to assume the operations and maintenance responsibilities for the northerly extension of the bike trail constructed by the City of Santa Monica from California Avenue to the northerly City boundary.

The County will continue to inspect the 2.9 miles of bike trail along the City's beach frontage on a monthly basis and perform needed pavement repairs.

Section 1712 of the California Streets and Highways Code provides that the County and the City may enter into an agreement that apportions costs for maintenance, improvement, or repair of bicycle routes or paths, or portions thereof, located within or without the cities.

The City of Santa Monica has been performing sweeping and sand removal work on this segment of bike trail under a County permit since July 1, 2015.

ENVIRONMENTAL DOCUMENTATION

This recommended action is categorically exempt from the provisions of the California Environmental Quality Act. The action is to provide for ongoing operation, maintenance, and repair of an existing bicycle path that is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(f) of the Environmental Reporting Procedures and Guidelines adopted by the Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will have no impact on current services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel (Carol Suzuki)
Executive Office

AGREEMENT

THIS COOPERATIVE AGREEMENT (hereinafter referred to as AGREEMENT) is made and entered into by and between the CITY OF SANTA MONICA, a municipal corporation and charter city in Los Angeles County (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, COUNTY and CITY are empowered by law to acquire, construct, maintain, and operate public facilities and improvements, such as public bicycle trails; and

WHEREAS, in 1972, by Agreement 20389, the COUNTY was awarded funds from the Land and Water Conservation Fund Act of 1965 to develop the continuous 19 miles of bicycle trail, starting at California Avenue in Santa Monica State Beach and proceeding southward to Via Riviera in the City of Torrance, formerly called the South Bay Bike Trail and currently called the Marvin Braude Bike Trail; and

WHEREAS, CITY extended the Marvin Braude Bike Trail to CITY's northern limits in 1989; and

WHEREAS, COUNTY currently has responsibility for maintaining the Marvin Braude Bike Trail, including the portion as extended by CITY; and

WHEREAS, COUNTY receives an annual supplemental allocation of Transportation Development Act Article 3 funds to cover the maintenance cost on seven predetermined regionally significant Class 1 bicycle facilities, including the Marvin Braude Bike Trail, and for Fiscal Year 2015-16 the prorated amount of the allocation for maintenance of the Marvin Braude Bike Trail along the CITY's beach frontage is Twenty-Four Thousand Eight Hundred Thirty-One and 00/100 Dollars (\$24,831.00) in accordance with Exhibit A; and

WHEREAS, COUNTY and CITY now desire to have CITY perform sweeping and sand removal maintenance on a 2.9 mile segment of the Marvin Braude Bike Trail along the CITY's beach frontage, (hereinafter referred to as BIKE TRAIL), and to remit to the CITY the prorated Transportation Development Act Article 3 funds for BIKE TRAIL, subject to the terms and conditions of AGREEMENT; and

WHEREAS, CITY began maintenance of BIKE TRAIL at their own expense, commencing on July 1, 2015, under a permit issued by COUNTY; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both CITY and COUNTY and of promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To notify CITY of the prorated Transportation Development Act Article 3 fund allocation amount to maintain BIKE TRAIL maintenance budget in accordance with Exhibit A by July 1st of each year.
- b. To pay maintenance budget funds to CITY for each fiscal year within thirty (30) calendar days of receipt of CITY's invoice.
- c. To address pavement repairs reported by CITY within ten (10) business days, as reasonably determined to be necessary by the COUNTY.
- d. To respond to reports from CITY of immediate safety hazards on BIKE TRAIL within forty-eight (48) hours.

(2) CITY AGREES:

- a. To provide COUNTY with an invoice for maintenance budget after November 30th of each year.
- b. To maintain BIKE TRAIL in good condition to the extent that sufficient funds are available in the maintenance budget. Such maintenance shall include the duties described in Exhibit B, Bike Trail Motor Sweeping Maintenance Guidelines, and the maintenance area limits described in Exhibit B and depicted in Exhibit C attached hereto. CITY shall notify COUNTY within four (4) business days of any significant change to maintenance frequency.
- c. To notify COUNTY's Road District 233 Office at (310) 649-5123 of the need for-pavement repairs to BIKE TRAIL within forty-eight (48) hours of notice of such need.
- d. To provide COUNTY with prompt notice of any immediate safety hazard to the public along BIKE TRAIL and to place warning signs or other protective measures to protect the public.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY and their respective officers, employees, and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or

related to any acts or omissions on the part of CITY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT, except to the extent caused by the active negligence or willful misconduct of COUNTY. This provision shall survive termination or expiration of this AGREEMENT.

- b. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY and their respective officers, employees, and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to any acts or omissions on the part of COUNTY under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT, except to the extent caused by the active negligence or willful misconduct of CITY. This provision shall survive termination or expiration of this AGREEMENT.
- c. If CITY retains contractor(s) to perform BIKE TRAIL maintenance as described in Exhibit B, CITY shall require such contractor and/or subcontractor to provide insurance coverage and indemnity for the COUNTY to the same extent as CITY in the contract for the work.
- d. The term of this AGREEMENT shall be for ten (10) years initial term commencing upon execution by CITY and COUNTY.
- e. COUNTY, upon receipt of a written request from CITY six (6) months prior to the end of the initial term, may extend the term of this AGREEMENT beyond the initial term (up to a period of ten (10) years) subject to such terms and conditions as mutually agreed upon by CITY and COUNTY.
- f. Notwithstanding paragraph (3) d. above, COUNTY and CITY in their sole discretion by providing sixty (60) calendar days prior written notice, shall each have the right to cancel this AGREEMENT and terminate CITY's maintenance of BIKE TRAIL.

- g. Any correspondence, communication, or contract concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Martin Pastucha
Director of Public Works
City of Santa Monica
1685 Main Street
Santa Monica, CA 90401-3295

COUNTY: Mr. John T. Walker
Assistant Deputy Director
Programs Development Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802

h. INSURANCE:

1. Without limiting CITY's indemnification of the COUNTY, CITY shall procure and maintain, in full force and effect during the term of this AGREEMENT, and require any contractors performing work undertaken pursuant to this AGREEMENT to procure insurance policies providing for the following insurance coverage:
 - i) Comprehensive general liability and property damage coverage with a combined single limit liability in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence.
 - ii) Workers compensation coverage in such amount as willfully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both COUNTY and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, CITY in the course of carrying out the work or services contemplated in this AGREEMENT.
 - iii) Automobile Liability Insurance: CITY shall procure such policy with coverage of not less than One Million and 00/100 Dollars (\$1,000,000.00) per accident.
2. COUNTY, its governing board, officers, agents, contractors, and employees shall be named as additional insured on all policies of liability insurance. CITY shall furnish to COUNTY a policy of insurance evidencing CITY's insurance coverage no later than ten (10) calendar days after execution of AGREEMENT, but before CITY commences maintenance sweeping of BIKE TRAIL. Upon renewal of said policy,

[illegible]

- [illegible]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized, by the CITY OF SANTA MONICA on _____, 2016, and by the COUNTY OF LOS ANGELES on _____, 2016.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF SANTA MONICA

By _____
City Manager

Date _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A

Transportation Development Act Article 3 Fund Allocation

The Los Angeles County Metropolitan Transportation Authority (LACMTA) Board manages the Transportation Development Act (TDA) Article 3 bicycle and pedestrian funds and allocates funds to local agencies annually. A total of \$7,551,412 of TDA Article 3 funds is available to local agencies in the County for Fiscal Year 2015-16.

Fifteen (15%) percent of the annual local allocation amount of TDA Article 3 funds is designated toward maintenance of seven predetermined regionally significant Class I bike paths as determined by LACMTA policy. This portion is divided in a ratio of 30 to 70 percent to the CITY and the COUNTY. The remaining 85 percent is allocated to all Los Angeles County cities and the COUNTY based on population shares. In June each year, LACMTA Board approves fund allocation for TDA Article 3 funds for the next fiscal year (July 1st through June 30th).

For Fiscal Year 2015-16, the COUNTY received \$792,898 to cover maintenance costs for the following 92.6 miles of predetermined regionally significant Class I bike paths:

- Marvin Braude Bike Trail (16 miles)
- San Gabriel River Bike Trail (31.4 miles)
- Los Angeles River/LARIO Bike Trail (25 miles)
- Upper Rio Hondo Bike Trail (9.2 miles)
- Coyote Creek (with North Fork) Bike Trail (5.7 miles)
- Laguna Dominguez Bike Trail (4.5 miles)
- Ballona Creek Bike Trail (0.84 miles)

The prorated supplemental allocation for the 2.9 mile segment of the Marvin Braude Bike Trail to be remitted to CITY for Fiscal Year 2015-16 is \$24,831 using a proration factor of 0.031317. The proration factor is the quotient of the 2.9 miles of the Marvin Braude Bike Trail divided by the 92.6 miles of regionally significant Class I bike paths.

EXHIBIT B

Bike Trail Motor Sweeping Maintenance Guidelines

Sweeping Specifications:

Bike trail sweeping typically requires two passes to clean the entire trail. If significant accumulation of sand (greater than 3-inches thick) is deposited on the Marvin Braude Bike Trail, the CITY will use a loader to remove excess sand and place it on the seaward side of the Marvin Braude Bike Trail.

Sand from Sweeper and Loader:

The sweeper operator will empty the sand from the sweeper's hopper onto the beach sand seaward of the Marvin Braude Bike Trail. Sand removed with the CITY's loader will be likewise deposited on the seaward side of the Marvin Braude Bike Trail. The piles will be knocked down by CITY's beach maintenance staff (either with the loader or beach sanitizer).

Frequency:

- 5 times a week (Monday to Friday)

Limits of Bike Trail Maintenance work:

The southern boundary is Venice Beach.

The northern boundary is the access ramp adjacent to the Beach Club at 14730 Pacific Coast Highway, Santa Monica, CA 90402.

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Exhibit C - Marvin Braude Bike Trail in Santa Monica

